

Appendix D, DIR-SDD-533
Sample Supplemental Agreement for Seat Management Services

This Supplemental Agreement for Seat Management Services is between the _____ (NAME) and Vintage IT Services (VINTAGE), pursuant to Managed Services for Information Technology Contract DIR-SDD-533 between the State of Texas, acting by and through the Department of Information Resources and VINTAGE. NAME and VINTAGE agree to be bound by all the terms and provisions of Contract DIR-SDD-533 and this Supplemental Agreement.

1. Business Model

The NAME is procuring the following items and services from VINTAGE for use _____

_____.

2. Purpose

The purpose for which the NAME is procuring the following items and services from VINTAGE is _____

_____.

The effectiveness of the VINTAGE provided equipment is dependent upon its compatibility with customer-provided equipment and certain third-party applications, specifically:

_____.

3. Term

This Agreement shall be from the date of the last party to sign until _____ (initial contract term). NAME may exercise the option to extend the term for up to _____ (____) additional one (1) year terms). These periods are as follows:

Extended term 1: _____;
Extended term 2: _____;
Extended term 3: _____.

4. Customer Dependencies

In addition to the customer-provided hardware and software described in section 7, the following information or items will be procured by NAME in support of the requirements of this Agreement:

1. NAME will maintain its existing systems in good working order to industry standard best practices until the effective date of this contract.
2. License and maintenance for the following software _____
_____.

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3. Hardware maintenance/warranty for the following equipment
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-
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4. Adequate electrical systems and power. NAME will provide information as to the available outlets in the server rooms.
5. Adequate space to house the equipment provided by VINTAGE.
6. High-speed Internet access.
7. Except where VINTAGE provides backup media and rotation scheduling, provide and ensure adequate back-up operations and media, including media storage.
8. NAME personnel will define any critical files that must be backed up.
9. NAME personnel will be responsible to swap out the backup media per the rotation schedule and store safely offsite.
10. Other customer requirements include the following:
-
-
-
-
-
-

5. Out-of-Scope Work

Any hardware, software, or support not specially listed in this document is considered Out-of-Scope Work. VINTAGE may perform Out-of-Scope Work provided Out-of-Scope work is within the Scope of DIR-SDD-533 and one of the three conditions is met:

1. The NAME point of contact approves time and material charges at the rates listed in this Supplemental Agreement.
2. VINTAGE and NAME enter into an amendment to this Agreement or a separate Supplemental Agreement.
3. NAME utilizes another purchasing method authorized by House Bill 1516 and approved by DIR directives or contracts.

The following items are specifically Out-of-Scope Work:

1. Any of the following items:
-
-
-
-
-

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6. Overview

Appendix B, Network Diagrams, reflects an overview of the hardware components of the infrastructure to be installed, configured, maintained, monitored, and/or provided by VINTAGE. These include:

7. Scope of Work: Customer-provided equipment – hardware and software

In addition to the service levels provided in this agreement, VINTAGE will perform the following services for the customer-provided equipment:

8. Scope of Work: VINTAGE-provided hardware and software

In addition to the service levels provided in this Agreement, VINTAGE will provide the following equipment and services:

9. Acceptance

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Installation will be coordinated with NAME. Both parties understand that time is of the essence and will do their best insure a timely installation. The installation schedule is dependent upon receipt of equipment from manufacturers.

Criteria for acceptance of the installation are as follows:

1. The servers, workstations, printers, software, and other components described above, whether customer-provided or VINTAGE-provided, are functioning properly and are configured according to the configuration specifications in the scope of work (sections 7, 8). All items are virus free. All items are configured to best practices.
2. Best practices to be defined as:

3. The backup procedures have been tested and verified. The backup procedures will be considered tested and verified when the backup software verifies a successful backup of the NAME defined backup files and VINTAGE does a partial restore of the backup media.

10. System Monitoring and Maintenance

In addition to the specific maintenance functions described in the scope of work above (sections 7, 8), VINTAGE will perform the following monitoring and maintenance activities as part of its managed service:

11. Trouble Resolution – Service Levels

All requests for service must be directed to VINTAGE at 512-481-1117 or 1-800-369-7514 during business days 8am – 5pm local time. VINTAGE will provide alternative number(s) for after hours support. Callers will identify themselves as a NAME employee.

The call will be logged including a description of the problems. If VINTAGE can not resolve the problem immediately, caller will be advised as to the next step for problem resolution in accordance with the service levels described below. Supported hardware/software is that

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provided by VINTAGE in this agreement or specifically listed in the agreement as customer supplied.

Desk Side services is the dispatching of a service technician for hardware and software malfunctions, diagnosis repair and return to service of malfunctioning equipment or software when the problem cannot be resolved via telephone.

VINTAGE will make its best effort to return server systems to service by _____.

A VINTAGE technician will attempt to correct the problem remotely. If the problem can not be resolved remotely a technician will be dispatched onsite.

For workstations VINTAGE will make its best effort to return to service by _____

_____.

Events out of VINTAGE control may occur which prevent systems being returned to service by the times specified. For example: parts not available from the manufacturer, software bugs with no available fixes from the manufacturer. In those cases VINTAGE will work to provide work arounds like reconfiguring the network or proposing alternative configurations in the workstations.

Should a virus, software failure, power outage, or other catastrophic event occur VINTAGE would restore the systems to the level defined in Section 9, Acceptance. Additionally VINTAGE will restore data from the last available and successful backup tapes.

VINTAGE will continue to assist with rebuilding applications and other non-supported software with on a time and materials basis at the rates provided for in this contract.

VINTAGE will provide only level one support for the following software applications: _____
_____.

Beyond level one support, VINTAGE will be the interface to the listed software manufacturers for problem resolution. NAME will pay all appropriate maintenance charges to the listed software applications manufacturers.

“Level 1 Support” will provide basic support to determine that the problem is in the hardware, operating system software (MS XP Pro), or basic connectivity. If Level 1 support suspects the problem is in the listed application software then the problem will be escalated to software manufacturer.

Hardware warranty is provided on all VINTAGE supplied systems. VINTAGE will provide hardware support for customer supplied hardware on a time and materials basis.

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No software is warranted against failure. For software failures, VINTAGE will troubleshoot and apply manufacturer supplied fixes and/or suggest “work-arounds” that can be implemented by NAME

VINTAGE will provide help desk support and break-fix support for VINTAGE supplied printers. For customer supplied printers VINTAGE will support on a time and materials basis.

12. Performance and Activity Reports

Maintain network monitoring documentation. Report Daily and Weekly monitoring findings. Advise client of recommended extra cost activities

VINTAGE will document each phone call or other NAME request for service.

Documentation will include:

- date/time of service request
- requestor
- problem description
- technician assigned to resolve the problem
- problem resolution
- date/time problem resolved.

VINTAGE will provide documentation of each request for service on a monthly basis. Should NAME require additional reporting of the service request information, NAME and VINTAGE will work together to design a mutually agreed to format.

13. Additional Services

14. NAME Point of Contact

The point of contact for NAME is:

Name

Address

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City, State, Zip
Telephone
Email address

If there is a change in the staff serving as point of contact, NAME will notify VINTAGE in writing immediately.

15. Vendor Project Manager

The point of contract for VINTAGE is:

Name
Address
City, State, Zip
Telephone
Email address

If there is a change in the staff serving as point of contact, VINTAGE will notify NAME in writing immediately.

16. Confidentiality

VINTAGE will have access to NAME data, premises, equipment, personnel and property during the term of this Agreement. In the performance of this Agreement, VINTAGE shall exercise reasonable care to preserve the integrity, privacy, and confidentiality of the data as well as the safety, security, and integrity of NAME premises, equipment, personnel and property. All NAME equipment, hardware, and software shall be used for official business as necessary in the performance of this Agreement.

17. Definitions

“Holidays” are designated by the State Government as days when all State agencies are closed for business.

Software maintenance: the installation of any and all manufacturer-generated supplements, improvements, and/or corrections to their software not otherwise charged for by the manufacturer.

Hardware maintenance: the repair or replacement of any and all malfunctioning components of the affected server or workstation, up to and including replacement of the server or workstation itself.

License Upgrade: a manufacturer-generated improvement to its software for which the manufacturer charges an amount over the purchase (license) price of the software.

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19. Dispute Resolution

(1) VINTAGE and NAME shall use the dispute resolution process provided in Chapter 2260 of the Government Code to attempt to resolve any claim for breach of contract made against the NAME. To initiate the process, VINTAGE shall submit written notice, as required by subchapter B, to NAME's Executive Director. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.

(2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is VINTAGE's sole process for seeking a remedy for any and all alleged breaches of contract by NAME if the parties are unable to resolve their disputes under (1) of this Section.

(3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practice and Remedies Code. Neither the execution of this Agreement by NAME nor any other conduct of any representative of the NAME relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

(4) The submission, processing and resolution of VINTAGE's claim is governed by the rules of the Office of the Attorney General at 1 Texas Administrative Code, Chapter 68 adopted pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(5) The pendency of a claim does not constitute grounds for the suspension of performance by a party, in whole or in part.

(6) Disputes arising between a Customer and VINTAGE shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with Subsection (1) above. DIR shall not be a party to any such dispute unless DIR, Customer and VINTAGE agree in writing.

20. Pricing, Invoicing, and Payment

Detailed pricing for the seat management services is included in Attachment A. The total price for all services specified herein is

for the term of this Agreement. The total price shall be divided and paid as follows:

VINTAGE will invoice NAME in accordance with the schedule listed below.

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For services beyond the fixed priced sections of this agreement, VINTAGE will charge the following hourly services charges:

Network/Desktop Technician	\$_____ per hour
Network Engineer	\$_____per hour

All dispatches are one hour minimums.

All licenses will be sold at the DIR catalog price. Any overcharges will be refunded to customer. Any additional charges or additional software needs not included herein will be invoiced to the customer at the DIR catalog price.

NAME shall comply with Chapter 2251, Texas Government Code, in making payments to VINTAGE.

Appropriations Contingency

Name's obligations to make payments hereunder that extend past the current biennium, or fiscal year as appropriate, are expressly made contingent upon sufficient legislative appropriation from the 80th or subsequent Legislatures, or governing body as appropriate.

21. Termination

If this Agreement is terminated in accordance with the termination provisions herein or the termination provisions specified in Managed Services for Information Technology Contract "DIR-SDD-533", VINTAGE will cease providing services on the effective date of the termination. VINTAGE and NAME will coordinate the removal of the VINTAGE supplied equipment from the NAME premises.

NAME may purchase the equipment supplied by VINTAGE under this Agreement at a negotiated, fair market value upon written notice to VINTAGE. Upon receipt of written notice, NAME and VINTAGE will begin negotiation for NAME to acquire the equipment.

NAME

Vintage IT Services

By: _____

By: _____

Date: _____

Date: _____

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Appendix A

Detailed Pricing

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Appendix B
Network Diagrams